



SWIM Cloud Distribution Service Service Access Agreement

Version 1.0

FAA Terms of Service

By using FAA's Data Services, here in referred to as "Services," you are agreeing to these terms. Please read them carefully. Our Services are very diverse, so additional terms or requirements may apply. Additional terms will be available with the relevant Service, and those additional terms become part of your agreement with us if you use those Services. The additional terms are identified in section 4.5 of the Service Description Document. The terms specified herein take precedence when a conflict exists between additional terms or requirements.

Definition of Parties

"You" – when we reference "you," we mean both the user of our Services and any business entity the user is acting on behalf of in using our Services. This role is also known as a Service Consumer.

"Us" – when we reference "us," "we," or "our," we mean any FAA organization including its officers, agents, and employees. This role is also known as a Service Provider.

Definition of Terms

Service – When we use the term "Service" we mean the mechanism by which you access our information and the information or data accessed.

Service Consumer – Service Consumer is defined as an external entity that consumes FAA data directly. They may provide a range of services to secondary consumers of products produced, marketed, or supports the products produced, using FAA Data.

Indirect/Secondary Consumer – Any consumer who receives FAA data indirectly through a Service Consumer.

Service Description Document – An overarching document for each Service that includes the necessary technical information to establish an interface with the FAA and any additional relevant terms.

Using our Services

You must follow any policies made available to you within the Service Description Document. Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may

suspend or stop providing our Services to you without any prior notification if you do not comply with our terms or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any data rights. Do not remove, obscure, or alter any legal notices displayed in or along with our Services. In connection with your use of the Services, we may send you (the Service Consumer) announcements, administrative messages, and other information.

We are providing you our Services in accordance with the HR 302 FAA Reauthorization Act of 2018: Section 566: RIGHT TO PRIVACY WHEN USING AIR TRAFFIC CONTROL SYSTEM [1]. If you wish to redistribute any information gained through this Service, you may not characterize it as FAA data.

If you choose to use additional Services from us, you must review and accept an additional agreement for each Service. Any additional terms applicable to different Services can be found in section 4.5 of the relevant Service Description Document.

Service Consumer

If you choose to be a Service Consumer, you must request an account from us. It is your responsibility to protect your account from unauthorized or inappropriate use as specified by us. You are responsible for any activity on or through your Account. In order to establish and continue consuming Services, you must continue to comply with the applicable Service Description Document requirements, as well as the terms specified herein. If you are using these Services on behalf of a business, the business is also bound by the terms and conditions of this Agreement. The Account Holder and its associated email address will act as the agent for all notices. The Account Holder is responsible for informing us—using the SWIM Cloud Distribution Service (SCDS) portal—of any changes to the point of contact for the account.

Privacy Policies

Our privacy policies explain how we treat your data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with our privacy policies, including but not limited to FAA Order 1370.121 - FAA Information Security and Privacy Program & Policy:

https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/docu mentID/1030708

Each Service Consumer must demonstrate the Service Consumer's ability to limit the display of or distribution (i.e., block) the aircraft from their systems. Except under the direction of the aircraft owner or operator, no data (to include historical data) may be displayed or distributed for any aircraft registration or call sign while the aircraft registration or call sign is listed on the FAA Limiting Aircraft Data Displayed (LADD) program list. If the aircraft registration or call sign is later removed from the LADD list, a Service Consumer is no longer required to limit the data display for the aircraft registration or call sign. Historical data for the aircraft or call sign must be limited for time listed for LADD.

Various FAA Services include real time and recent position and other relevant flight data associated with civil instrument flight rules (IFR) aircraft. While commercial operators conduct business according to a published listing of service and schedule, general aviation operators and on-demand air charter aircraft operating under 14 CFR part 135 ("on-demand aircraft") do not. It is possible that knowledge of certain general aviation and on-demand aircraft operators could compromise the security of individuals or

property. Accordingly, general aviation aircraft identification numbers must be excluded from Services that provide real time position and other relevant flight data at all times while the aircraft registration or call sign is listed on the LADD list. Further, even after an aircraft is no longer on the LADD list, any historical data for the aircraft produced while the aircraft was listed on the LADD list must remain protected.

All Service Consumers (as a condition of signing the FAA Terms of Service) and Indirect Consumers (as a condition of signing an agreement with a Service Consumer) must block any general aviation aircraft and on-demand aircraft registration numbers, call signs, or flight numbers included on the FAA-provided Limiting Aircraft Data Displayed (i.e., block) list. If the FAA determines that any Direct or Indirect Consumer develops or markets products that violate this provision, the FAA may suspend or stop Services per Terms of Service (TOS) Section "Using our Services."

The LADD list represents those private aircraft owners or operators who have requested the limiting of their aircraft flight data from any public dissemination or display while operating within the United States controlled airspace.

The FAA LADD list is made available on the first Thursday of each month. Service Consumers must access the electronic list of aircraft participating in the Limiting Aircraft Display program via the NAS Aeronautical Data Exchange (ADX) portal at: <https://adx.faa.gov> and download the "IndustryLADD" list. Both Service Consumers and Indirect Consumers must update their respective systems within FIVE business days of this monthly publication of the updated LADD list.

For questions regarding requesting access to the ADX SCBlockAtIndustry Collaboration Community portal, contact LADD program office at (202) 267-0346 or LADD@faa.gov.

SWIM Cloud Distribution Service (SCDS) Usage Standards

SWIM data obtained via SCDS is not intended for NAS-Impacting usage. This is not inclusive of operations that solely affect the user's businesses and customers, without affecting the NAS. SCDS obtained data shall not be used as the sole source for any aviation-safety related, law enforcement, or judicial activity that relies on the availability, validity, timeliness, or accuracy of data.

The following terms are specific to SWIM data obtained thru SWIM Cloud Distribution Service (SCDS). Violation of these terms without special permission will result in termination of service.

It is your responsibility to:

- Keep Data Compression enabled. Consuming compressed data is the only authorized method for obtaining SCDS data products.
- The Java Messaging Service (JMS) API is the only authorized connection method to SCDS.
- Notify your users of planned or unplanned outages, and of the acceptable use of data obtained by SCDS.
- Internally distribute SCDS Data Products within your organization. You may not request/maintain duplicate SCDS Data Product Subscriptions.

Modifying and Terminating Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. We may suspend or stop a Service for cause without any notice. If we are suspending or stopping a Service without cause, we will notify the Service Consumer's primary point of contact for each account. You can stop using our Services upon appropriately notifying us by selecting to stop service through the SCDS portal.

We may change or add to these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. The Service Consumer primary point of contact on each account will receive an email notification of these changes and a copy of the modified or additional terms. Your continued use of our Services once notification has been sent signifies your acceptance of these changes. You should look at the terms regularly. If at any point you no longer agree with these terms, it is your responsibility to cease use of the Services and immediately notify us of your rejection of the terms and intent to no longer use the Services by selecting to stop service at the agreement portal. If you do not comply with these terms, and we do not take action right away, this does not mean we are giving up any rights that we may have (such as taking action in the future). If a particular term is not enforceable, such unenforceability will not affect any other terms.

Disclaimer

Overview:

We are not liable for anything you or your business does with our Services. If we are sued because of something you or your business does with our Services, you agree to pay our costs, including but not limited to any legal fees. Additionally, we are not liable for any of the things listed in the detailed disclaimer below. In the event a court of competent jurisdiction determines we are unable to waive all liability, you will remain liable to the full extent of the law. Furthermore, such a judicial determination will not limit your liability in other jurisdictions.

Should your use of the Services result in the need for servicing, correction, or repair of any type, such servicing, correction, and repair will be your responsibility and you assume all associated costs. If, at any point after accepting these terms, you no longer agree with them and want to stop using our Services, you must contact us through the SCDS portal as described in the above "Modifying and Terminating Services" section.

Detailed Disclaimer:

We will not be held liable for any improper or incorrect use of the Services, and we assume no responsibility for anyone's use of the Services. We are not liable for any claim, suit, or action arising from or related to the use of the Services or the violation of these terms (including, but not limited to, any liability or expense arising from claims, losses, suits, judgments, litigation costs, and attorneys' fees).

We make no representations or warranties (express, implied, or statutory) about the suitability, reliability, availability, timeliness, accuracy of the Services, accuracy of the applied filters, our storage of copies of the information, title, non-infringement, merchantability, lack of negligence, correspondence to description, fitness for a particular purpose, or the quality of the Services (including that the Services are current, free of viruses, accurate, and/or complete). Additionally, you understand that any testing

required by us was done only to insure no harm will come to our system; any other testing and what you choose to do with the results is up to you. Finally, you accept that different users will be granted access to different levels of Services depending on a number of factors. Therefore, you understand that the Services you receive may not be the full and complete Service potentially available to other users.

To the maximum extent permitted by applicable law, in no event will we be liable for any direct, indirect, punitive, special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for: loss of use, data or profits arising out of or in any way connected with the use or performance of our Services; loss of confidential or other information; business interruption; personal injury; damage to reputation; death; loss of privacy; failure to meet any duty (including of good faith or of reasonable care); negligence; and any other loss whatsoever) arising out of or in any way related to the use of or inability to use our Services, or the provision or failure to provide our Services, or otherwise under or in connection with any provision of this Agreement, whether based on contract, tort, negligence, strict liability, or otherwise even if we have been advised of the possibility of such damages.

If you are dissatisfied with any portion of our Services or with any of these terms of use after your acceptance of the terms, your sole and exclusive remedy is to discontinue use of the Services and notify us using the agreement portal as described above.

Disputes and Governing Law

For any dispute you have with us, you agree to first contact us and we will attempt to resolve the dispute informally. If we are unable to mutually resolve the dispute informally, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Agreement or our Services through elevation of the issue to the FAA's Vice President of System Operations Services, or his/her designee. The decision of the FAA's Vice President of System Operations Services (or his/her designee) is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding. This Agreement is governed by Federal law.

By clicking "I Accept," you are agreeing to be bound by this Agreement. If you do not wish to accept this Agreement and use our Services, click "I Decline."